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11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13

14 SIERRA CLUB, INC.; SURFRIDER  
15 FOUNDATION, INC.; HEAL THE BAY,  
INC.; and BAYKEEPER, INC.; each a  
16 California Nonprofit,

17 Plaintiffs,

18 v.

19 EXXONMOBIL CORPORATION, a New  
Jersey Corporation, and DOES 1-10,

20 Defendants.  
21

Case No. 3:24-cv-07288-RS

**ANSWER TO PLAINTIFFS' FIRST  
AMENDED COMPLAINT BY  
DEFENDANT EXXON MOBIL  
CORPORATION AND DEMAND FOR  
JURY TRIAL**

Hon. Richard Seeborg

ANSWER

Through their undersigned attorneys, Defendant Exxon Mobil Corporation (“ExxonMobil”) answers in response to the above-captioned First Amended Complaint (“FAC”) as follows (while preserving its affirmative defenses, including lack of personal jurisdiction):

1. ExxonMobil denies the allegations of Paragraph 1.
2. ExxonMobil denies the allegations of paragraph 2.
3. ExxonMobil denies the allegations of paragraph 3.
4. ExxonMobil denies the allegations of paragraph 4.
5. ExxonMobil denies the allegations of paragraph 5.
6. ExxonMobil denies the allegations of paragraph 6.
7. ExxonMobil denies the allegations of paragraph 7.
8. ExxonMobil admits that its website contains the quoted language, and otherwise denies the remaining allegations of paragraph 8.
9. ExxonMobil admits that a version of the cited document, published January 8, 2024, contains the quoted language, stating that “**Deployed together**, mechanical recycling and advanced recycling could enable a greater volume and broader range of plastic waste to be recycled,” “We are helping **to address the plastic waste challenge through advanced recycling**” and “While the first step needs to be investment in municipal collecting and sorting, we see a **huge opportunity** that advanced recycling can help address,” but denies the remaining allegations of paragraph 9.
10. ExxonMobil denies the allegations of paragraph 10.
11. ExxonMobil denies the allegations of paragraph 11.
12. ExxonMobil denies the allegations of paragraph 12.
13. ExxonMobil denies the allegations of paragraph 13.
14. ExxonMobil denies the allegations of paragraph 14.

1           15.     ExxonMobil denies the first two sentences of paragraph 15 and otherwise lacks  
2 knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph  
3 15.

4           16.     ExxonMobil denies the allegations of paragraph 16.

5           17.     ExxonMobil denies the allegations of paragraph 17.

6           18.     ExxonMobil denies the allegations of paragraph 18.

7           19.     ExxonMobil denies the allegations of paragraph 19 and/or alleges that such  
8 allegations contain legal argument or conclusions of law to which no answer is required.

9           20.     ExxonMobil denies the allegations of paragraph 20 and/or alleges that such  
10 allegations contain legal argument or conclusions of law to which no answer is required.

11          21.     ExxonMobil denies the allegations of paragraph 21 and/or alleges that such  
12 allegations contain legal argument or conclusions of law to which no answer is required.

13          22.     ExxonMobil admits that it is incorporated in the State of New Jersey and  
14 headquartered in Spring, Texas, but otherwise allege that paragraph 22 is a conclusion of law to  
15 which no answer is required.

16          23.     ExxonMobil alleges that paragraph 23 is a conclusion of law to which no answer is  
17 required.

18          24.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
19 truth of the allegations of paragraph 24.

20          25.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
21 truth of the allegations of paragraph 25 but denies that ExxonMobil has caused the alleged  
22 injuries.

23          26.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
24 truth of the allegations of paragraph 26.

25          27.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
26 truth of the allegations of paragraph 27 but denies that ExxonMobil caused the alleged injuries.

1           28.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 28.

3           29.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
4 truth of the allegations of paragraph 29 but denies that ExxonMobil has caused the alleged  
5 injuries.

6           30.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
7 truth of the allegations of paragraph 30 but denies that ExxonMobil caused the alleged injuries.

8           31.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
9 truth of the allegations of paragraph 31.

10          32.     ExxonMobil denies knowledge or information sufficient to form a belief as to the  
11 truth of the allegations of paragraph 32 but denies that ExxonMobil caused the alleged injuries.

12          33.     ExxonMobil admits that it is incorporated in the State of New Jersey,  
13 headquartered in Spring, Texas, and trades on the New York Stock Exchange under the ticker  
14 symbol "XOM," is vertically integrated, and sells its products in the U.S. and other countries, but  
15 denies the remaining allegations of paragraph 33 and/or alleges that such allegations contain legal  
16 argument or conclusions of law to which no answer is required.

17          34.     ExxonMobil denies that it currently extracts oil and gas in California, and admits  
18 that it previously owned and operated oil refineries in Torrance and Benicia, California.  
19 ExxonMobil denies that oil or gas extracted in California is "the main feedstock for single-use  
20 plastic." ExxonMobil also denies that the activities identified in paragraph 34 have any relevance  
21 to ExxonMobil's polymer business.

22          35.     ExxonMobil denies the allegations of Paragraph 35.

23          36.     ExxonMobil denies that it operated any single-use plastic packaging plants in the  
24 last 25 years and lacks knowledge or information sufficient to form a belief as to the truth of the  
25 remaining allegations of paragraph 36.

26          37.     ExxonMobil denies the allegations of paragraph 37 and/or alleges that that such  
27 allegations contain legal argument or conclusions of law to which no answer is required.  
28

1 38. ExxonMobil denies the allegations of paragraph 38.

2 39. ExxonMobil alleges that paragraph 39 is a conclusion of law to which no answer is  
3 required.

4 40. ExxonMobil admits that it responsibly explores for, develops, and produces oil and  
5 natural gas and that it manufactures polymers. ExxonMobil otherwise denies knowledge or  
6 information sufficient to form a belief as to the truth of the allegations of paragraph 40.

7 41. ExxonMobil admits that there are different resin types that are identified on some  
8 consumer products but otherwise denies knowledge or information sufficient to form a belief as  
9 to the truth of the allegations of paragraph 41.

10 42. ExxonMobil admits that it produces polyethylene polymers but denies the  
11 remaining allegations of paragraph 42.

12 43. ExxonMobil admits that the image reflected a prior version of its webpage and  
13 states that the document speaks for itself.

14 44. ExxonMobil denies the allegations of paragraph 44.

15 45. ExxonMobil denies the allegations of paragraph 45.

16 46. ExxonMobil denies the allegations of paragraph 46.

17 47. ExxonMobil denies the allegations of paragraph 47.

18 48. ExxonMobil denies the allegations of paragraph 48.

19 49. ExxonMobil denies the allegations of paragraph 49.

20 50. ExxonMobil denies the allegations of paragraph 50.

21 51. ExxonMobil denies the allegations of paragraph 51.

22 52. ExxonMobil denies the allegations of paragraph 52.

23 53. ExxonMobil denies the allegations of paragraph 53 and lacks knowledge or  
24 information sufficient to form a belief as to the truth of the allegations of paragraph 53 as to other  
25 polymer producers.

26 54. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
27 truth of the allegations of paragraph 54.

1           55. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 55.

3           56. ExxonMobil denies the first two sentences of paragraph 56 but otherwise lacks  
4 knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph  
5 56.

6           57. ExxonMobil denies the allegations of paragraph 57 as it applies to advanced  
7 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
8 of the allegations of paragraph 57.

9           58. ExxonMobil denies the allegations of paragraph 58 as it applies to advanced  
10 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
11 of the allegations of paragraph 58.

12           59. ExxonMobil denies the allegations of paragraph 59 as it applies to advanced  
13 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
14 of the allegations of paragraph 59.

15           60. ExxonMobil denies the allegations of paragraph 60 as it applies to advanced  
16 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
17 of the allegations of paragraph 60.

18           61. ExxonMobil denies the allegations of paragraph 61 as it applies to advanced  
19 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
20 of the allegations of paragraph 61.

21           62. ExxonMobil denies the allegations of paragraph 62 as it applies to advanced  
22 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
23 of the allegations of paragraph 62.

24           63. ExxonMobil denies the allegations of paragraph 63 as it applies to advanced  
25 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
26 of the allegations of paragraph 63.

1           64. ExxonMobil denies that plastic is toxic, denies the allegations of paragraph 64 as it  
2 applies to advanced recycling, and otherwise lacks knowledge or information sufficient to form a  
3 belief as to the truth of the allegations of paragraph 64.

4           65. ExxonMobil denies the allegations of paragraph 65 as it applies to advanced  
5 recycling and otherwise lacks knowledge or information sufficient to form a belief as to the truth  
6 of the allegations of paragraph 65.

7           66. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
8 truth of the allegations of paragraph 66.

9           67. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
10 truth of the allegations of paragraph 67.

11           68. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
12 truth of the allegations of paragraph 68.

13           69. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
14 truth of the allegations of paragraph 69.

15           70. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
16 truth of the allegations of paragraph 70.

17           71. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
18 truth of the allegations of paragraph 71.

19           72. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
20 truth of the allegations of paragraph 72.

21           73. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
22 truth of the allegations of paragraph 73.

23           74. ExxonMobil denies the allegations of paragraph 74 as it applies to advanced  
24 recycling and lacks knowledge or information sufficient to form a belief as to the truth of the  
25 allegations of paragraph 74.

26           75. ExxonMobil denies the allegations of paragraph 75.  
27  
28

1           76. ExxonMobil denies the first sentence of paragraph 76 and otherwise admits that  
2 incineration can be a safe alternative to landfilling.

3           77. ExxonMobil denies the allegations of paragraph 77.

4           78. ExxonMobil admits that advanced recycling breaks down materials to their  
5 molecular level, but otherwise denies the allegations of paragraph 78.

6           79. ExxonMobil denies the allegations of paragraph 79.

7           80. ExxonMobil denies the allegations of paragraph 80.

8           81. ExxonMobil denies the allegations of paragraph 81.

9           82. ExxonMobil denies the allegations of paragraph 82.

10          83. ExxonMobil denies the allegations of paragraph 83.

11          84. ExxonMobil denies the allegations of paragraph 84.

12          85. ExxonMobil denies the allegations of paragraph 85.

13          86. ExxonMobil denies the allegations of paragraph 86.

14          87. ExxonMobil denies the last sentence of paragraph 87 and lacks knowledge or  
15 information sufficient to form a belief as to the truth of the allegations of paragraph 87.

16          88. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
17 truth of the allegations of paragraph 88.

18          89. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
19 truth of the allegations of paragraph 89.

20          90. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
21 truth of the allegations of paragraph 90.

22          91. ExxonMobil denies the allegations of paragraph 91.

23          92. ExxonMobil denies the allegations of paragraph 92.

24          93. ExxonMobil denies the allegations of paragraph 93.

25          94. ExxonMobil denies the allegations of paragraph 94.

26          95. ExxonMobil denies the allegations of paragraph 95.

27          96. ExxonMobil denies the allegations of paragraph 96.

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1           97. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 97 to the extent they purport to quote a document, and  
3 otherwise denies the allegations in paragraph 97.

4           98. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
5 truth of the allegations of paragraph 98 to the extent they relate to the Society of the Plastics  
6 Industry or to the extent they purport to quote a document, and otherwise denies the allegations in  
7 paragraph 98.

8           99. ExxonMobil admits that plastics contain chemicals but denies the remaining  
9 allegations of paragraph 99.

10          100. ExxonMobil denies the first sentence of paragraph 100, lacks knowledge or  
11 information sufficient to form a belief as to the truth of the allegations of paragraph 100 to the  
12 extent they purport to quote from documents, and otherwise denies the allegations of paragraph  
13 100.

14          101. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
15 truth of the allegations of paragraph 101 to the extent they purport to quote from documents, and  
16 otherwise denies the allegations of paragraph 101.

17          102. ExxonMobil denies the allegations of paragraph 102.

18          103. ExxonMobil denies the allegations of paragraph 103.

19          104. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
20 truth of the allegations of paragraph 104 to the extent they purport to quote from documents, and  
21 otherwise denies the allegations of paragraph 104.

22          105. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
23 truth of the allegations of paragraph 105 to the extent they purport to quote from documents, and  
24 otherwise denies the allegations of paragraph 105.

25          106. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
26 truth of the allegations of paragraph 106 to the extent they purport to quote from documents and  
27 otherwise denies the allegations of paragraph 106.

1           107. ExxonMobil admits it sells plastic polymers to other businesses that make plastic  
2 products, but otherwise denies knowledge or information sufficient to form a belief as to the truth  
3 of the remaining allegations in paragraph 107.

4           108. ExxonMobil admits it sells plastic polymers to other businesses that make plastic  
5 products, but otherwise denies knowledge or information sufficient to form a belief as to the truth  
6 of the remaining allegations in paragraph 108.

7           109. ExxonMobil denies the allegations of paragraph 109.

8           110. ExxonMobil denies the allegations of paragraph 110.

9           111. ExxonMobil admits that the quoted language can be found on its *Expanding the*  
10 *plastics life cycle* webpage, but otherwise denies the remaining allegations of paragraph 111.

11           112. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
12 truth of the allegations of paragraph 112 to the extent they purport to quote from documents and  
13 otherwise denies the allegations of paragraph 112.

14           113. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
15 truth of the allegations of paragraph 113 to the extent they purport to quote from documents and  
16 otherwise denies the allegations of paragraph 113.

17           114. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
18 truth of the allegations of paragraph 114 to the extent they purport to quote from documents, and  
19 otherwise denies the allegations of paragraph 114.

20           115. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
21 truth of the allegations of paragraph 115 to the extent they purport to quote from documents, and  
22 otherwise denies the allegations of paragraph 115.

23           116. ExxonMobil denies the allegations of paragraph 116.

24           117. ExxonMobil admits that the cited document contains some of the quotes set forth  
25 in paragraph 117 and otherwise denies the allegations of paragraph 117.

1           118. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 118 to the extent they purport to quote from documents and  
3 otherwise denies the allegations of paragraph 118.

4           119. ExxonMobil denies the allegations of paragraph 119.

5           120. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
6 truth of the allegations of paragraph 120 to the extent they purport to quote from documents, and  
7 otherwise denies the allegations of paragraph 120.

8           121. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
9 truth of the allegations of paragraph 121 to the extent they purport to quote from documents, and  
10 otherwise denies the allegations of paragraph 121.

11           122. ExxonMobil denies the allegations of paragraph 122.

12           123. ExxonMobil denies the allegations of paragraph 123.

13           124. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
14 truth of the allegations of paragraph 124 to the extent they purport to quote from documents, and  
15 otherwise denies the allegations of paragraph 124.

16           125. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
17 truth of the allegations of paragraph 125 to the extent they purport to quote from documents, and  
18 otherwise denies the allegations of paragraph 125.

19           126. ExxonMobil denies the allegations of paragraph 126 and/or alleges that paragraph  
20 126 contains legal argument or conclusions of law to which no answer is required.

21           127. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
22 truth of the allegations of paragraph 127 to the extent they purport to quote from documents, and  
23 otherwise deny the allegations of paragraph 127.

24           128. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
25 truth of the allegations of paragraph 128 to the extent they purport to quote from documents, and  
26 otherwise denies the allegations of paragraph 128.

1           129. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 129 to the extent they purport to quote from documents, and  
3 otherwise denies the allegations of paragraph 129.

4           130. ExxonMobil denies the allegations of paragraph 130.

5           131. ExxonMobil denies the allegations of paragraph 131.

6           132. ExxonMobil denies that it has engaged in greenwashing and otherwise lacks  
7 knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph  
8 132.

9           133. ExxonMobil denies that it has engaged in greenwashing and otherwise lacks  
10 knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph  
11 133.

12           134. ExxonMobil denies that it has engaged in greenwashing and otherwise lacks  
13 knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph  
14 134.

15           135. ExxonMobil denies that it has engaged in greenwashing and otherwise lacks  
16 knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph  
17 135.

18           136. ExxonMobil denies the allegations of paragraph 136.

19           137. ExxonMobil denies the allegations of paragraph 137 and/or alleges that paragraph  
20 137 contains legal argument or conclusions of law to which no answer is required.

21           138. ExxonMobil denies the allegations of paragraph 138.

22           139. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
23 truth of the allegations of paragraph 139 to the extent they purport to quote from documents, and  
24 otherwise denies the allegations of paragraph 139.

25           140. ExxonMobil admits that a version of the cited document, published January 8,  
26 2024, contains the quoted language contained in the second sentence, stating that “**Deployed**  
27 **together**, mechanical recycling and advanced recycling could enable a greater volume and  
28

1 broader range of plastic waste to be recycled,” “**Strengthening circularity with advanced**  
2 **recycling**,” “We are helping to **address the plastic waste challenge through advanced**  
3 **recycling**” and “While the first step needs to be investment in municipal collecting and sorting,  
4 we see a **huge opportunity** that advanced recycling can help address,” but denies the remaining  
5 allegations of paragraph 140.

6 141. ExxonMobil admits that it has a trademarked product called “Exxtend” and that its  
7 advanced recycling process creates “valuable raw materials” and otherwise denies the allegations  
8 of paragraph 141.

9 142. ExxonMobil admits that it sells certified-circular polymers and that it utilizes mass  
10 balance attribution, denies that it provides any “sly disclaimer,” and otherwise denies the  
11 allegations of paragraph 142.

12 143. ExxonMobil denies the allegations of paragraph 143.

13 144. ExxonMobil denies the allegations of paragraph 144.

14 145. ExxonMobil denies the allegations of paragraph 145.

15 146. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
16 truth of the allegations of paragraph 146 to the extent they purport to quote from documents, and  
17 otherwise denies the allegations of paragraph 146.

18 147. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
19 truth of the allegations of paragraph 147 to the extent they purport to quote from documents, and  
20 otherwise denies the allegations of paragraph 147.

21 148. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
22 truth of the allegations of paragraph 148 to the extent they purport to quote from documents, and  
23 otherwise denies the allegations of paragraph 148.

24 149. ExxonMobil denies the allegations of paragraph 149.

25 150. ExxonMobil denies the allegations of paragraph 150.

26 151. ExxonMobil denies the allegations of paragraph 151.

27 152. ExxonMobil denies the allegations of paragraph 152.

1           153. ExxonMobil denies the allegations of paragraph 153.

2           154. ExxonMobil denies the allegations of paragraph 154.

3           155. ExxonMobil denies the allegations of paragraph 155.

4           156. ExxonMobil denies the allegations of paragraph 156.

5           157. ExxonMobil denies the allegations of paragraph 157 and/or alleges that paragraph  
6 157 contains legal argument or conclusions of law to which no answer is required.

7           158. ExxonMobil denies the first sentence of paragraph 158, lacks knowledge or  
8 information sufficient to form a belief as to the truth of the other allegations of paragraph 158 and  
9 denies that ExxonMobil has caused the alleged injuries.

10          159. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
11 truth of the allegations of paragraph 159.

12          160. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
13 truth of the allegations of paragraph 160.

14          161. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
15 truth of the allegations of paragraph 161.

16          162. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
17 truth of the allegations of paragraph 162.

18          163. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
19 truth of the allegations of paragraph 163.

20          164. ExxonMobil denies the allegations of paragraph 164.

21          165. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
22 truth of the allegations of paragraph 165.

23          166. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
24 truth of the allegations of paragraph 166.

25          167. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
26 truth of the allegations of paragraph 167.

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1           168. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 168.

3           169. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
4 truth of the allegations of paragraph 169.

5           170. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
6 truth of the allegations of paragraph 170.

7           171. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
8 truth of the allegations of paragraph 171.

9           172. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
10 truth of the allegations of paragraph 172.

11           173. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
12 truth of the allegations of paragraph 173.

13           174. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
14 truth of the allegations of paragraph 174.

15           175. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
16 truth of the allegations of paragraph 175 but denies that ExxonMobil manufactures single-use  
17 plastic or that it caused the alleged injuries .

18           176. ExxonMobil denies the allegations of paragraph 176.

19           177. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
20 truth of the allegations of paragraph 177.

21           178. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
22 truth of the allegations of paragraph 178.

23           179. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
24 truth of the allegations of paragraph 179.

25           180. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
26 truth of the allegations of paragraph 180.

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1 181. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 181.

3 182. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
4 truth of the allegations of paragraph 182.

5 183. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
6 truth of the allegations of paragraph 183.

7 184. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
8 truth of the allegations of paragraph 184.

9 185. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
10 truth of the allegations of paragraph 185.

11 186. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
12 truth of the allegations of paragraph 186.

13 187. ExxonMobil denies the allegations of paragraph 187.

14 188. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
15 truth of the allegations of paragraph 188.

16 189. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
17 truth of the allegations of paragraph 189.

18 190. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
19 truth of the allegations of paragraph 190.

20 191. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
21 truth of the allegations of paragraph 191.

22 192. ExxonMobil denies the allegations of paragraph 192.

23 193. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
24 truth of the allegations of paragraph 193.

25 194. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
26 truth of the allegations of paragraph 194.

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1           195. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
2 truth of the allegations of paragraph 195.

3           196. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
4 truth of the allegations of paragraph 196.

5           197. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
6 truth of the allegations of paragraph 197.

7           198. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
8 truth of the allegations of paragraph 198.

9           199. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
10 truth of the allegations of paragraph 199.

11           200. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
12 truth of the allegations of paragraph 200.

13           201. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
14 truth of the allegations of paragraph 201.

15           202. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
16 truth of the allegations of paragraph 202.

17           203. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
18 truth of the allegations of paragraph 203.

19           204. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
20 truth of the allegations of paragraph 204.

21           205. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
22 truth of the allegations of paragraph 205.

23           206. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
24 truth of the allegations of paragraph 206.

25           207. ExxonMobil denies knowledge or information sufficient to form a belief as to the  
26 truth of the allegations of paragraph 207.

27           208. ExxonMobil incorporates herein the answers to paragraphs 1 through 207.  
28

1           209. ExxonMobil alleges that paragraph 209 is a conclusion of law to which no answer  
2 is required.

3           210. ExxonMobil alleges that paragraph 210 is a conclusion of law to which no answer  
4 is required.

5           211. ExxonMobil denies the allegations of paragraph 211 and/or alleges that paragraph  
6 211 contains legal argument or conclusions of law to which no answer is required.

7           212. ExxonMobil denies the allegations of paragraph 212 and/or alleges that paragraph  
8 212 contains legal argument or conclusions of law to which no answer is required.

9           213. ExxonMobil denies the allegations of paragraph 213 and/or alleges that paragraph  
10 213 contains legal argument or conclusions of law to which no answer is required.

11           214. ExxonMobil denies the allegations of paragraph 214 and/or alleges that paragraph  
12 214 contains legal argument or conclusions of law to which no answer is required.

13           215. ExxonMobil denies the allegations of paragraph 215 and/or alleges that paragraph  
14 215 contains legal argument or conclusions of law to which no answer is required.

15           216. ExxonMobil denies the allegations of paragraph 216 and/or alleges that paragraph  
16 216 contains legal argument or conclusions of law to which no answer is required.

17           217. ExxonMobil denies the allegations of paragraph 217 and/or alleges that paragraph  
18 217 contains legal argument or conclusions of law to which no answer is required.

19           218. ExxonMobil denies the allegations of paragraph 218 and/or alleges that paragraph  
20 218 contains legal argument or conclusions of law to which no answer is required.

21           219. ExxonMobil denies the allegations of paragraph 219 and/or alleges that paragraph  
22 219 contains legal argument or conclusions of law to which no answer is required.

23           220. ExxonMobil denies the allegations of paragraph 220 and/or alleges that paragraph  
24 220 contains legal argument or conclusions of law to which no answer is required.

25           221. ExxonMobil denies the allegations of paragraph 221 and/or alleges that paragraph  
26 221 contains legal argument or conclusions of law to which no answer is required.

1           222. ExxonMobil denies the allegations of paragraph 222 and/or alleges that paragraph  
2 222 contains legal argument or conclusions of law to which no answer is required.

3           223. ExxonMobil denies the allegations of paragraph 223 and/or alleges that paragraph  
4 223 contains legal argument or conclusions of law to which no answer is required.

5           224. ExxonMobil denies the allegations of paragraph 224 and/or alleges that paragraph  
6 224 contains legal argument or conclusions of law to which no answer is required.

7           225. ExxonMobil denies the allegations of paragraph 225 and/or alleges that paragraph  
8 225 contains legal argument or conclusions of law to which no answer is required.

9           226. ExxonMobil denies the allegations of paragraph 226 and/or alleges that paragraph  
10 226 contains legal argument or conclusions of law to which no answer is required.

11           227. ExxonMobil denies the allegations of paragraph 227 and/or alleges that paragraph  
12 227 contains legal argument or conclusions of law to which no answer is required.

13           228. ExxonMobil denies the Prayer for Relief contained in paragraphs 250-252, and  
14 deny that Plaintiffs are entitled to any of the relief requested in the Prayer for Relief, or any relief  
15 whatsoever.

16           229. ExxonMobil incorporates herein the answers to paragraphs 1 through 228.

17           230. ExxonMobil alleges that paragraph 230 is a conclusion of law to which no answer  
18 is required.

19           231. ExxonMobil alleges that paragraph 231 is a conclusion of law to which no answer  
20 is required.

21           232. ExxonMobil alleges that paragraph 232 is a conclusion of law to which no answer  
22 is required.

23           233. ExxonMobil alleges that paragraph 233 is a conclusion of law to which no answer  
24 is required.

25           234. ExxonMobil alleges that paragraph 234 is a conclusion of law to which no answer  
26 is required.

1           235. ExxonMobil denies the allegations of paragraph 235 and/or alleges that paragraph  
2 235 contains legal argument or conclusions of law to which no answer is required.

3           236. ExxonMobil alleges that paragraph 236 is a conclusion of law to which no answer  
4 is required.

5           237. ExxonMobil alleges that paragraph 237 is a conclusion of law to which no answer  
6 is required.

7           238. ExxonMobil denies the allegations of paragraph 238 and/or alleges that paragraph  
8 238 contains legal argument or conclusions of law to which no answer is required.

9           239. ExxonMobil denies the allegations of paragraph 239.

10          240. ExxonMobil denies the allegations of paragraph 240.

11          241. ExxonMobil denies the allegations of paragraph 241.

12          242. ExxonMobil admits it sells polymers to other companies that transform them into  
13 finished products, denies the first sentence of paragraph 242, and incorporates its responses to  
14 paragraphs 43, 107, and 108.

15          243. ExxonMobil denies the allegations of paragraph 243 and/or alleges that paragraph  
16 243 contains legal argument or conclusions of law to which no answer is required.

17          244. ExxonMobil denies the allegations of paragraph 244 and/or alleges that paragraph  
18 244 contains legal argument or conclusions of law to which no answer is required.

19          245. ExxonMobil denies the allegations of paragraph 245 and/or alleges that paragraph  
20 245 contains legal argument or conclusions of law to which no answer is required.

21          246. ExxonMobil incorporates its response to paragraphs 103, 104, 105, and 110 and  
22 otherwise denies the allegations of paragraph 246.

23          247. ExxonMobil alleges that paragraph 247 is a conclusion of law to which no answer  
24 is required.

25          248. ExxonMobil alleges that paragraph 248 is a conclusion of law to which no answer  
26 is required.

1           249. ExxonMobil denies the Prayer for Relief contained in paragraphs 250-252, and  
2 denies that Plaintiffs are entitled to any of the relief requested in the Prayer for Relief, or any  
3 relief whatsoever.

4           250. ExxonMobil denies the Prayer for Relief contained in the clause and  
5 accompanying paragraphs 250-252, and deny that Plaintiffs are entitled to any of the relief  
6 requested in the Prayer for Relief, or any relief whatsoever.

7           251. ExxonMobil denies the Prayer for Relief contained in the clause and  
8 accompanying paragraphs 250-252, and deny that Plaintiffs are entitled to any of the relief  
9 requested in the Prayer for Relief, or any relief whatsoever.

10          252. ExxonMobil denies the Prayer for Relief contained in the clause and  
11 accompanying paragraphs 250-252, and deny that Plaintiffs are entitled to any of the relief  
12 requested in the Prayer for Relief, or any relief whatsoever.

13  
14                                   **AFFIRMATIVE DEFENSES**

15           Defendant ExxonMobil asserts the following affirmative defenses to the FAC. In  
16 asserting such defenses, Defendant ExxonMobil does not admit to any allegation in the FAC or  
17 assume any burden of proof it would not otherwise bear. Defendant ExxonMobil reserves the  
18 right to amend its Answer and to assert any other applicable legal or equitable defense.

19                                   **FIRST AFFIRMATIVE DEFENSE**

20                                   (Lack of Personal Jurisdiction)

21           Plaintiffs' claims are barred, in whole or in part, because the Court lacks personal  
22 jurisdiction over ExxonMobil.

23                                   **SECOND AFFIRMATIVE DEFENSE**

24                                   (First Amendment)

25           Plaintiffs' claims are barred, in whole or in part, by the First Amendment of the United  
26 States Constitution and by Section 2 of Article I of the Constitution of the State of California,  
27 and/or by the laws or Constitution of any other State whose free-speech protections may apply.  
28

**THIRD AFFIRMATIVE DEFENSE***(Noer-Pennington Protected)*

Plaintiffs' claims are barred, in whole or in part, by the *Noerr-Pennington* doctrine, which provides immunity for statements aimed at influencing government action.

**FOURTH AFFIRMATIVE DEFENSE***(Statute of Limitations)*

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations, including, but not limited to, California Code of Civil Procedure § 338(b), California Business and Professions Code § 17208, and any other applicable statutes of limitation.

**FIFTH AFFIRMATIVE DEFENSE***(Waiver)*

Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver. Plaintiffs knew or reasonably should have known of the facts underlying their claims years ago and failed to file suit for years thereafter. Plaintiffs voluntarily relinquished and/or abandoned these claims and are barred from asserting them here.

**SIXTH AFFIRMATIVE DEFENSE***(Laches)*

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches. Plaintiffs knew or reasonably should have known of the facts underlying their claims years ago and failed to file suit for years thereafter. Defendants have been prejudiced by Plaintiffs' unreasonable delay. As a result, Plaintiffs' claims are barred by laches.

**SEVENTH AFFIRMATIVE DEFENSE***(Estoppel)*

Plaintiffs are estopped, by their own conduct and statements, from asserting the purported claim in the FAC against Defendant. Plaintiffs themselves have promoted the benefits and recyclability of plastic. As a result of these actions, and other actions, statements, and conduct, Plaintiffs have taken a position that is contrary to Plaintiffs' position here, and Plaintiffs should

1 be equitably estopped from asserting their claims.

2 **EIGHTH AFFIRMATIVE DEFENSE**

3 (Adequate Remedy at Law)

4 Plaintiffs are not entitled to equitable relief, in whole or in part, because an adequate  
5 remedy at law exists. Plaintiffs request “Injunctive relief, pursuant to Bus. & Prof. Code § 17203,  
6 that is necessary to prevent the use or employment of any practice that constitutes unfair  
7 competition.” (FAC at ¶ 241(a).) Because ExxonMobil makes does not sell plastic products to  
8 consumers and because it makes appropriate disclosures with respect to its Advanced Recycling  
9 technology, the injunctive relief Plaintiffs seek is inappropriate and unavailable.

10 **NINTH AFFIRMATIVE DEFENSE**

11 (Unclean Hands)

12 Plaintiffs’ claims are barred, in whole or in part, by the doctrine of unclean hands.

13 **TENTH AFFIRMATIVE DEFENSE**

14 (Lack of Damages & Failure to Mitigate Damages)

15 Plaintiffs’ claims are barred, in whole or in part, by to the extent Plaintiffs have suffered  
16 no or de minimis damages as a result of any alleged act or omission of Defendant. Even if  
17 Plaintiffs have suffered damages or injuries, all or some portion of said damages or injuries was  
18 caused or attributable to Plaintiffs’ failure to take reasonable action to mitigate said damages or  
19 injuries.

20 **ELEVENTH AFFIRMATIVE DEFENSE**

21 (Commerce Clause)

22 Plaintiffs’ claims are barred, in whole or in part, by the Commerce Clause or the Dormant  
23 Commerce Clause of the United States Constitution.

24 **TWELFTH AFFIRMATIVE DEFENSE**

25 (Due Process & Ex Post Facto Clause)

26 Plaintiffs’ claims are barred, in whole or in part, because it violates the Due Process and  
27 Ex Post Facto clauses of the United States Constitution, Section 9 of Article I of the Constitution  
28

1 of the State of California, and/or the laws and the Constitution of any other state that may apply,  
2 including to the extent (a) Plaintiffs seek to impose liability retroactively for conduct that was not  
3 actionable at the time it occurred, and (b) Plaintiffs seek to impose liability for conduct for which  
4 Defendant had no fair notice of Defendant's potential liability.

5 **THIRTEENTH AFFIRMATIVE DEFENSE**

6 (Preemption)

7 Plaintiffs' claims are barred, in whole or in part, to the extent they are preempted by state  
8 and/or federal law, or to the extent authorities and agencies of the State of California, and/or of  
9 municipalities within the State, have mandated, directed, approved, encouraged, and/or ratified  
10 the alleged actions of Defendant or to the extent Defendant has immunity.

11 **FOURTEENTH AFFIRMATIVE DEFENSE**

12 (Coming to the Nuisance)

13 Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs knew of any  
14 alleged nuisance prior to acquiring and/or improving property they allege was affected by the  
15 alleged nuisance.

16 **FIFTEENTH AFFIRMATIVE DEFENSE**

17 (Political Question/Separation of Powers)

18 Plaintiffs' claims are barred, in whole or in part, because they present a non-justiciable  
19 political question beyond the Court's jurisdiction or are barred by state or federal principles of  
20 separation of powers.

21 **SIXTEENTH AFFIRMATIVE DEFENSE**

22 (Set-Offs)

23 Defendant is entitled to set-off from, or proportionate reduction in, any damages against it,  
24 or the amount of any damages or settlement amounts recovered by Plaintiff with respect to the  
25 same alleged injuries.

26 **SEVENTEENTH AFFIRMATIVE DEFENSE**

27 (Failure to Regulate Lessees' Activities)



1 Plaintiffs' claims are barred, in whole or in part, by their failure to adequately supervise  
2 the activities of their lessees, including their acts and omissions that resulted in plastic pollution  
3 in California's environment.

4 **EIGHTEENTH AFFIRMATIVE DEFENSE**

5 (Comparative Contribution)

6 Plaintiffs' claims arise from their own promotion of recycling and engagement in  
7 substantial legislative efforts seeking to address plastic pollution through recycling, or from the  
8 acts or omissions of any other third-party not subject to Defendant's control. To the extent  
9 Plaintiffs' alleged injuries or damages are attributable to the acts or omissions of Plaintiffs,  
10 Defendant is entitled to recover contribution from Plaintiffs for their pro rata share of any  
11 judgment against Defendant.

12 **NINETEENTH AFFIRMATIVE DEFENSE**

13 (Comparative Equitable Indemnity Against Plaintiffs)

14 Plaintiffs should bear proportionate and comparative responsibility to the extent of their  
15 respective fault; and Defendant is entitled to partial indemnity for, and should be proportionally  
16 held harmless against, any award or judgement that may be rendered against Defendant, including  
17 attorneys' fees incurred in connection therewith.

18 **TWENTIETH AFFIRMATIVE DEFENSE**

19 (Contribution/Equitable Indemnity Against Third Parties)

20 Defendant is entitled to indemnification and/or contribution by apportionment against all  
21 other parties, persons, or entities whose acts or omissions directly or proximately caused or  
22 contributed to the harms alleged in the FAC, or to the damages allegedly sustained by Plaintiffs,  
23 if any, either as alleged in the FAC or otherwise.

24 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

25 (Apportionment/Proportionate Liability)

26 The harms complained of and the damages sought by Plaintiffs were caused directly and  
27 proximately by Plaintiffs' own fault, acts, or omissions, or the fault, acts, omissions, or products  
28

of other persons, and/or by others at the direction of Plaintiffs and/or other third-party actors, over whom Defendant had no control. Therefore, any recovery by Plaintiffs on their alleged claims against Defendant must be reduced in an amount equivalent to the harm and damages caused by Plaintiffs and/or their Agents, or the products or chemicals of others, based on principles of comparative negligence and apportionment, pursuant to C.C.P. § 876 and Cal. Civ. Code § 1431.2 and other federal and state laws, and any applicable equitable principles.

## **TWENTY-SECOND AFFIRMATIVE DEFENSE**

(No Extraterritorial Application)

Defendant alleges Plaintiffs' claims are barred, in whole or in part, because neither California's nuisance statutes, Cal. Civ. Code §§ 3479, 3480, nor the Unfair Competition Law (UCL), Cal. Bus. & Prof. Code §§ 17200 *et seq.*, may apply to conduct occurring in other states. To the extent Plaintiffs' claims are based on Defendant's alleged statements or conduct that occurred outside of California, those claims are barred, by the Dormant Commerce Clause, due process, interstate comity, and other principles reflecting horizontal separation of powers.

## **TWENTY-THIRD AFFIRMATIVE DEFENSE**

(Compliance with Law)

Plaintiffs' claims are barred, in whole or in part, because of Defendant's substantial compliance with all applicable laws.

## **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

(Causation – Intervening or Superseding Cause)

Plaintiffs' claims are barred, in whole or in part, by the doctrines of superseding and intervening causation. Plaintiffs' injuries, if any, were caused by independent, and/or unforeseeable, and/or extraordinary actions and forces over which Defendant had no control.

## **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

(Authorization/Safe Harbor)

All of ExxonMobil's alleged conduct was authorized by applicable law and/or protected by a safe harbor.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

(Invitation and License)

Plaintiffs' claim are barred, in whole or in part, by the doctrines of invitation and license.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

(Consent)

The FAC, and each purported cause of action asserted against ExxonMobil therein, is barred to the extent Plaintiff consented to or ratified any alleged activity or conduct by virtue of their own conduct.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

(Constitutional Defense – Impermissible Use of Market Share to Apportion Liability)

To the extent the FAC is interpreted to plead a cause of action based upon so-called "market share" liability, such a cause of action is barred because it violates ExxonMobil's right of due process of law and equal protection under the Fifth and Fourteenth Amendments to the U.S. Constitution and California law.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

(No Joint or Collective Liability)

Plaintiffs' claim is barred to the extent that it seeks to hold ExxonMobil jointly and severally liable for the conduct of any other actor.

**RESERVATION OF ADDITIONAL AFFIRMATIVE DEFENSES**

Defendant reserves all rights to amend its Answer and to assert additional defenses, counterclaims, cross-claims, or third-party claims as it may become known during the course of this litigation.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant ExxonMobil prays for judgment against Plaintiffs and in favor of Defendant ExxonMobil, and for such other relief as the Court deems proper, including attorneys' fees and other costs permitted by law.

**DEMAND FOR JURY TRIAL**

Defendant demands a jury trial on any issues triable by a jury.

Dated: November 4, 2025

Respectfully submitted,

O'MELVENY & MYERS LLP

By: /s/ Dawn Sestito  
Dawn Sestito

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